

1 Ford Greene
2 State Bar No. 107601
3 HUB LAW OFFICES
4 711 Sir Francis Drake Boulevard
5 San Anselmo, CA 94960-1949

FILED

NOV 09 1993

HOWARD HANSON
MARIN COUNTY CLERK
BY: E. Keswick, Deputy

4 Attorneys for Defendant GERALD
5 ARMSTRONG and THE GERALD
6 ARMSTRONG CORPORATION

7 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

RECEIVED

8 IN AND FOR THE COUNTY OF MARIN

NOV 09 1993

9 CHURCH OF SCIENTOLOGY)
10 INTERNATIONAL, a California)
11 not-for-profit religious)
12 corporation,)
13 Plaintiff,)

No. 157 680

HUB LAW OFFICES

REPLY DECLARATION OF ROBERT
L. TAYLOR IN SUPPORT OF
MOTION TO COMMENCE
COORDINATION PROCEEDINGS

13 v.

14 GERALD ARMSTRONG; MICHAEL)
15 WALTON; THE GERALD ARMSTRONG)
16 CORPORATION, a California)
17 for-profit corporation; DOES)
18 1 through 100, inclusive,)
19 Defendants.)

DATE: November 12, 1993
TIME: 9:00 a.m.
DEPT: 1
TRIAL DATE: None set

19 I, ROBERT L. TAYLOR, declare:

20 1. I am an attorney licensed to practice in the State of
21 California. I was engaged by James R. Langford III, attorney of
22 record for defendant herein Solina Walton, to assist him in the
23 representation of Ms. Walton. I have personal knowledge of the
24 following facts, and if called as a witness could testify
25 competently thereto.

26 2. On October 21, 1993, I appeared for Ms. Walton at an ex
27 parte application for an order shortening time for service of a
28 motion to expunge lis pendens. At that time, Ms. Walton and I had

COPY

1 preliminary discussions with counsel for plaintiff, Andy Wilson,
2 regarding possible resolution of the issues raised by the motion.

3 3. On Monday, October 25, 1993, I participated in the
4 conferenced telephone call with Mr. Langford, wherein we spoke
5 with Linda Fong, one of plaintiff's attorneys. During the course
6 of that conversation, we came to an agreement, whereby Ms. Fong
7 represented that she would record a withdrawal of lis pendens by
8 the end of the day Tuesday, and Ms. Walton would then withdraw the
9 motion to expunge her lis pendens. The parties agreed that this
10 agreement would not affect the validity of a lis pendens which
11 plaintiff might choose to record in the future, either to act as
12 a bar to recordation of a new lis pendens, or to act as a waiver
13 by Ms. Walton of the impropriety of the recordation of any
14 subsequent lis pendens. There were no further terms or conditions
15 of that agreement.

16 4. On Wednesday, October 27, 1993, Mr. Langford read to me
17 on the telephone a letter he had received from Ms. Fong,
18 purportedly reflecting the agreement reached the previous Monday,
19 and requesting a new condition of the agreement, that Ms. Walton
20 instruct the escrow company to record a lis pendens simultaneous
21 with the recordation of a new deed of trust.

22 5. Later that day, I participated in a telephone conference
23 call with Mr. Langford to Ms. Fong, wherein we both indicated that
24 the new proposed condition was unacceptable. Mr. Langford
25 indicated that he was concerned that Ms. Fong's instructions to
26 the title company to record the lis pendens to be construed as
27 consent to the propriety of such recordation. I indicated that
28 such an instruction might cause the lender to refuse to close the

1 | refinance.

2 | 6. In that telephone conversation, Mr. Langford and I
3 | suggested that, in lieu of the additional condition requested by
4 | Ms. Fong, that Mr. Langford would transmit to Ms. Fong a letter
5 | representing that the property would not be transferred or
6 | encumbered for a period of at least seven days following written
7 | notification to plaintiff that the new deed of trust had been
8 | recorded. Ms. Fong indicated she would have to check with the
9 | client to see if this was acceptable.

10 | 7. Later that afternoon, Mr. Langford and I again by
11 | telephone spoke with Ms. Fong. She indicated that she did not
12 | have her client's response, and would have to respond Thursday
13 | morning.

14 | 8. At approximately 11:30 a.m. on Thursday, October 28, Mr.
15 | Langford and I spoke by telephone with Ms. Fong. At that time,
16 | she indicated that the condition proposed by Mr. Langford was
17 | acceptable, and that if Mr. Langford would fax her a letter
18 | containing the proper representations, a withdrawal of lis pendens
19 | would be available at her office to be picked up. Mr. Langford
20 | indicated to her that he was uncertain if that procedure, picking
21 | up the withdrawal at her office, would be acceptable, and he would
22 | have to determine what procedure would be acceptable.

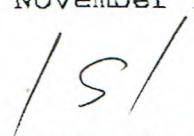
23 | 9. At approximately 2:00 p.m., Mr. Langford informed me by
24 | telephone that he had faxed a letter to Ms. Fong containing the
25 | appropriate representations, and directing that the withdrawal be
26 | transmitted directly to the title company handling the refinance.
27 | Mr. Langford indicated that he had received a message from Ms.
28 | Fong, and requested that I return the call.

1 10. Shortly after 2:00 p.m. on October 28, I spoke by
2 telephone with Ms. Fong. She asked if the subject property were
3 the sole and separate property of Ms. Walton. She was concerned
4 because Mr. Langford's letter had not made any representations
5 that Mr. Walton would not transfer or encumber the property. I
6 reminded her that Mr. Langford did not represent Mr. Walton, but
7 I told her that in any event, Ms. Walton was the sole owner of the
8 property.

9 11. Ms. Fong asked if she could contact the title company to
10 confirm these facts. I said that she could, but suggested that
11 she wait a few minutes so that I would have the opportunity to
12 authorize the title company to release such information.

13 12. Ms. Fong at no time indicated that she intended to
14 transmit the withdrawal to the title company, but rather indicated
15 that such transmittal was dependent on her satisfaction that Ms.
16 Walton was the sole owner of the property. I indicated that time
17 was of the essence in having the withdrawal transmitted to the
18 title company if the motion were to be withdrawn. Ms. Fong
19 indicated that if she were to have the withdrawal transmitted to
20 the title company, it should be received by the title company by
21 4:00 p.m. I indicated to her that receipt by 4:00 p.m. would be
22 acceptable.

23 I declare under penalty of perjury under the laws of the
24 State of California that the foregoing is true and correct and
25 that this declaration was executed on November 9, 1993 at Walnut
26 Creek, California.

27 
28 _____
ROBERT L. TAYLOR

PROOF OF SERVICE

I am employed in the County of Marin, State of California. I am over the age of eighteen years and am not a party to the above entitled action. My business address is 711 Sir Francis Drake Boulevard, San Anselmo, California. I served the following documents: REPLY DECLARATION OF ROBERT L. TAYLOR IN IN SUPPORT OF MOTION TO COMMENCE COORDINATION PROCEEDINGS on the following person(s) on the date set forth below, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California:

Andrew Wilson, Esquire PERSONAL
WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

LAURIE J. BARTILSON, ESQ. MAIL
Bowles & Moxon
6255 Sunset Boulevard, Suite 2000
Los Angeles, California 90028

PAUL MORANTZ, ESQ. MAIL
P.O. Box 511
Pacific Palisades, CA 90272

MICHAEL WALTON PERSONAL
707 Fawn Drive
San Anselmo, CA 94960

[X] (By Mail) I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.

[X] (Personal) I caused said papers to be personally service on the office of opposing counsel.

[X] (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

DATED: November 9, 1993
